

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

BANNER LIFE INSURANCE COMPANY,	:	
Plaintiff,	:	
	:	
v.	:	Civil No. 5:22-cv-01830-JMG
	:	
JOHNNIE PEEBLES, <i>et al.</i> ,	:	
Defendants.	:	

ORDER

AND NOW, this 4th day of April, 2023, upon consideration of Plaintiff Banner Life Insurance Company's Motion for Final Judgment Order in Interpleader Against All Defendants and Default Judgment against Defendant Johnnie Peebles (ECF No. 22) and representations made by the Parties in the Court's Rule 16 Pretrial Scheduling Conference on April 4, 2023, **IT IS HEREBY ORDERED** that Plaintiff's Motion for Final Judgment Order in Interpleader Against All Defendants (ECF No. 22) is **GRANTED IN PART** to the extent Plaintiff seeks interpleader relief and **DENIED AS MOOT IN PART** to the extent Plaintiff requests default judgment against Defendant Johnnie Peebles.¹

¹ As stated in the Court's Memorandum Opinion, the Court will deny Banner's request of default judgment against Defendant Peebles, but the Court's denial is without prejudice to any of the Interpleader Defendants filing a similar motion during the second stage of the interpleader proceeding. And further, the Court notes it may sua sponte enter default judgment against a defendant. *See e.g., New York Life Ins. Co. v. Baker*, No. 2:20-CV-2577, 2021 WL 640412, at *2 (S.D. Ohio Jan. 4, 2021); *Wade Farms, LLC v. Ceed2Med, LLC*, No. 5:19-CV-124-TBR, 2021 WL 2546721, at *4 (W.D. Ky. June 21, 2021); *Gordon v. Enhanced Acquisitions LLC*, No. CV 14-13839, 2017 WL 2389968, at *3 (E.D. Mich. May 11, 2017), *report and recommendation adopted*, No. 14-13839, 2017 WL 2377501 (E.D. Mich. June 1, 2017); *Crowley v. Chait*, No. CV 85-2441 (HAA), 2005 WL 8165117, at *2 (D.N.J. July 27, 2005).

IT IS FURTHER ORDERED that Defendant Gaynelle Bloh and Defendant Johnnie Peebles are **ENJOINED** until further Order of this Court from commencing or continuing to prosecute any actions against Banner Life Insurance Company as to the proceeds of Gail Peebles' life insurance policy, identified as Policy Number No. 010609597 (the "Policy");

IT IS FURTHER ORDERED that Banner Life Insurance Company is **DISMISSED with prejudice** from this action and is **DISCHARGED** from all liability arising from and relating to the Policy proceeds at issue;

IT IS FURTHER ORDERED the Court will proceed to resolve this dispute, if any, between claimants Defendant Gaynelle Bloh and Defendant Johnnie Peebles;

IT IS FURTHER ORDERED Defendant Gaynelle Bloh and Defendant Johnnie Peebles shall provide to the Court any letter, brief, or other submissions as to their respective claims to the interpleader funds at issue **by no later than May 2, 2023**. Defendant Johnnie Peebles' failure to respond or otherwise inform the Court of his intentions for the continued litigation of this case **by no later than May 2, 2023** may result in a sua sponte entry of default judgment.

IT IS FURTHER ORDERED the Clerk of Court is directed to mail by certified mail this Order and its accompanying Memorandum Opinion to Defendant Johnnie Peebles at the following address: One Clocktower Pl., Apt. #313, Nashua, New Hampshire 03060.

BY THE COURT:

/s/ John M. Gallagher
JOHN M. GALLAGHER
United States District Court Judge